

WEIL, GOTSHAL & MANGES LLP  
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Matthew Goren (*pro hac vice*)  
(matthew.goren@weil.com)|  
767 Fifth Avenue  
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KELLER & BENVENUTTI LLP  
Tobias S. Keller (#151445)  
(tkeller@kellerbenvenutti.com)  
Jane Kim (#298192)  
(jkim@kellerbenvenutti.com)  
650 California Street, Suite 1900  
San Francisco, CA 94108  
Tel: 415 496 6723  
Fax: 650 636 9251

*Attorneys for Debtors  
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO  
EXTENSION OF DEADLINE TO  
ASSUME OR REJECT CERTAIN  
NONRESIDENTIAL REAL  
PROPERTY LEASES PURSUANT  
TO 11 U.S.C. § 365(d)(4)**

PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property listed in Exhibit A, hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

**RECITALS**

A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessors consent to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

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23                  8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the  
24 provisions of this Stipulation.

EXECUTION PAGE

Dated: July 9, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: July / 31 / 2019

LESSOR

By: Joseph Anders  
Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

Joseph Anders  
Signatory Address:

575 Third St.  
NAPA, CA 94559

EXHIBIT A

Name of Lessor: 25TH DISTRICT AGRICULTURAL ASSN.

Property Address: 575 3rd Street  
Napa, CA

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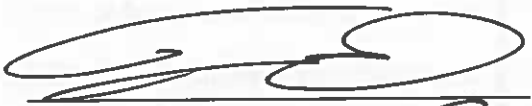
Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: \_\_\_\_ / \_\_\_\_ / 2019

LESSOR

By:   
Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

Manger Taylor Jenkins

Signatory Address:

PO Box 1188  
San Luis Obispo CA 93404

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**EXHIBIT A**

Name of Lessor: 3551 PEGASUS PARTNERS LP

Property Address: 3551 Pegasus Drive  
Bakersfield, CA 93308

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767 Fifth Avenue  
New York, NY 10153-0119

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Dated: July 9, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: 8 / 1 / 2019

LESSOR

By: Rick Johnson  
Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

Rick Johnson

Signatory Address:

3900 WESTLAKE

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**EXHIBIT A**

Name of Lessor: 3900 WEST LANE BUILDING

Property Address: 3900 W. Lane (Portion)  
Stockton, CA



1 WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
2 (stephen.karotkin@weil.com)  
Ray C. Schrok, P.C. (*pro hac vice*)  
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4 (jessica.liou@weil.com)  
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13 *Attorneys for Debtors*  
14 *and Debtors in Possession*

15 UNITED STATES BANKRUPTCY COURT  
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**EXECUTION PAGE**


Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: June / 26 / 2019

LESSOR

By:   
Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

Louis A. Lipset

Signatory Address:

2509 Pacific Ave  
SF CA 94115

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**EXHIBIT A**

Name of Lessor: 851-853 HOWARD ST, LLC

Property Address: 851 Howard Street  
San Francisco, CA 94103

WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
Ray C. Schrok, P.C. (*pro hac vice*)  
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No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO  
EXTENSION OF DEADLINE TO  
ASSUME OR REJECT CERTAIN  
NONRESIDENTIAL REAL  
PROPERTY LEASES PURSUANT  
TO 11 U.S.C. § 365(d)(4)**

PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property listed in **Exhibit A**, hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

**RECITALS**

A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessors consent to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).



2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and including the Extended Deadline.

3. No further consent of Lessor shall be required for the sole purpose of granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy Code, including beyond the Extended Deadline.

4. Nothing contained in this Stipulation or any actions taken by the Debtors pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases, are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject, and/or seek any other related relief with respect to any contract or lease; or (f) an alteration, amendment, or other modification of the terms of the Leases.

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7. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.

**EXECUTION PAGE**

Dated: June 12, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: June / 19 / 2019

LESSOR

By: Alexander R McGeach S.S.

Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor

Signatory Name:

Alexander R McGeach S.S.

Signatory Address:

6633 Eickhoff Rd

Lakeport CA 95453

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**EXHIBIT A**

Name of Lessor: Alexander R. McGeoch, DDS and Carole McGeoch

Address: Portion of 375 and 399 N. Forbes Street  
Lakeport, CA 95453

1 WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
2 (stephen.karotkin@weil.com)  
Ray C. Schrok, P.C. (*pro hac vice*)  
3 (ray.schrok@weil.com)  
Jessica Liou (*pro hac vice*)  
4 (jessica.liou@weil.com)  
Matthew Goren (*pro hac vice*)  
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767 Fifth Avenue  
6 New York, NY 10153-0119  
Tel: 212 310 8000  
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8 KELLER & BENVENUTTI LLP  
Tobias S. Keller (#151445)  
9 (tkeller@kellerbenvenutti.com)  
Jane Kim (#298192)  
10 (jkim@kellerbenvenutti.com)  
650 California Street, Suite 1900  
11 San Francisco, CA 94108  
Tel: 415 496 6723  
12 Fax: 650 636 9251

13 *Attorneys for Debtors*  
14 *and Debtors in Possession*

15 **UNITED STATES BANKRUPTCY COURT**  
16 **NORTHERN DISTRICT OF CALIFORNIA**  
17 **SAN FRANCISCO DIVISION**

18  
19 **In re:**

20 **PG&E CORPORATION,**

21 **- and -**

22 **PACIFIC GAS AND ELECTRIC**  
23 **COMPANY,**

24 **Debtors.**

- 25 ☐ Affects PG&E Corporation  
26 ☐ Affects Pacific Gas and Electric Company  
27 ☒ Affects both Debtors

28 *\* All papers shall be filed in the Lead Case,  
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Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

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Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153-0119

**EXECUTION PAGE**

Dated: June 6, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: June / 8 / 2019

LESSOR

By: Arthur N. Clemens Jr.  
Capacity: ~~Attorneys for Lessor~~ / Lessor /  
~~Authorized Officer of Lessor~~  
Signatory Name:

ARTHUR N. CLEMENS, JR.

Signatory Address:

401 Orange Ave  
Ripon, Calif. 95366



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**EXHIBIT A**

Name of Lessor: ARTHUR N. CLEMENS, JR. TRUST

Property Address: 226 East Yosemite Ave.  
Manteca, CA 95336

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767 Fifth Avenue  
New York, NY 10153-0119

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(ray.schrok@weil.com)  
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Jane Kim (#298192)  
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Tel: 415 496 6723  
Fax: 650 636 9251

*Attorneys for Debtors  
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

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Bankruptcy Case

No. 19 -30088 (DM)

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(Lead Case)

(Jointly Administered)

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1                   2.     Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within  
2     which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and  
3     including the Extended Deadline.

4                   3.     No further consent of Lessor shall be required for the sole purpose of  
5     granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to  
6     the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy  
7     Code, including beyond the Extended Deadline.

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9     pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to  
10    the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors'  
11    rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any  
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20    relief granted pursuant to and in accordance with this Stipulation.

21                  7.     The terms and conditions of this Stipulation shall be immediately effective  
22    and enforceable upon its entry.

23                  8.     The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the  
24    provisions of this Stipulation.

**EXECUTION PAGE**

Dated: July 8, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: July / 8 / 2019

LESSOR

By: Arnel TomaiKO

Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor

Signatory Name:

Arnel TomaiKO

Signatory Address:

945 Airport Drive  
San Luis Obispo, CA 93401

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**EXHIBIT A**

Name of Lessor: Aviation Consultants, Inc.  
Address: 4733 Broad St, Hangar N  
San Luis Obispo, CA 93401

WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
Ray C. Schrok, P.C. (*pro hac vice*)  
(ray.schrok@weil.com)  
Jessica Liou (*pro hac vice*)  
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(matthew.goren@weil.com)|  
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Tel: 212 310 8000  
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Jane Kim (#298192)  
(jkim@kellerbenvenutti.com)  
650 California Street, Suite 1900  
San Francisco, CA 94108  
Tel: 415 496 6723  
Fax: 650 636 9251

*Attorneys for Debtors  
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

**In re:**

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**- and -**

**PACIFIC GAS AND ELECTRIC  
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- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
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Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO  
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**EXECUTION PAGE**

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: 7/15/2019

LESSOR

By: Rebecca Barnes  
Capacity: Attorneys for Lessor / Lessor /  
Authorized Officer of Lessor  
Signatory Name:

Rebecca Barnes

Signatory Address:

81 CORONA RD  
CARMEL, CA 93923

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**EXHIBIT A**

Name of Lessor: BARNES DESIGN, INC

Property Address: 360 Cochrane Circle  
Morgan Hill, CA 95037

*Rebecca J. Barnes*  
*Jeffrey A. Barnes*

WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
Ray C. Schrok, P.C. (*pro hac vice*)  
(ray.schrok@weil.com)  
Jessica Liou (*pro hac vice*)  
(jessica.liou@weil.com)  
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KELLER & BENVENUTTI LLP  
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Jane Kim (#298192)  
(jkim@kellerbenvenutti.com)  
650 California Street, Suite 1900  
San Francisco, CA 94108  
Tel: 415 496 6723  
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*Attorneys for Debtors  
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
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**- and -**

**PACIFIC GAS AND ELECTRIC  
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☐ Affects Pacific Gas and Electric Company  
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Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

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D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessors consent to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).



1                   2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within  
2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and  
3 including the Extended Deadline.

4                   3. No further consent of Lessor shall be required for the sole purpose of  
5 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to  
6 the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy  
7 Code, including beyond the Extended Deadline.

8                   4. Nothing contained in this Stipulation or any actions taken by the Debtors  
9 pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to  
10 the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors'  
11 rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any  
12 particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases,  
13 are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under  
14 the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject,  
15 and/or seek any other related relief with respect to any contract or lease; or (f) an alteration,  
16 amendment, or other modification of the terms of the Leases.

17                  5. This Stipulation may be executed in multiple counterparts, each of which  
18 shall be deemed an original but all of which together shall constitute one and the same instrument.

19                  6. The Debtors are authorized to take all actions necessary to effectuate the  
20 relief granted pursuant to and in accordance with this Stipulation.

21                  7. The terms and conditions of this Stipulation shall be immediately effective  
22 and enforceable upon its entry.

23                  8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the  
24 provisions of this Stipulation.

**EXECUTION PAGE**


Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim  
Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: 6 25 / 2019

LESSOR

By:   
Capacity: ~~Attorneys for Lessor / Lessor /~~  
Authorized Officer of Lessor  
Signatory Name:

G.C. Christensen

Signatory Address:

3940-7 Broad Street, #322

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**EXHIBIT A**

Name of Lessor: BIG PROPERTIES OF CALIFORNIA, LLC

Property Address: 1851 Bell Avenue  
Sacramento, CA 95838

WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
Ray C. Schrok, P.C. (*pro hac vice*)  
(ray.schrok@weil.com)  
Jessica Liou (*pro hac vice*)  
(jessica.liou@weil.com)  
Matthew Goren (*pro hac vice*)  
(matthew.goren@weil.com)|  
767 Fifth Avenue  
New York, NY 10153-0119  
Tel: 212 310 8000  
Fax: 212 310 8007

KELLER & BENVENUTTI LLP  
Tobias S. Keller (#151445)  
(tkeller@kellerbenvenutti.com)  
Jane Kim (#298192)  
(jkim@kellerbenvenutti.com)  
650 California Street, Suite 1900  
San Francisco, CA 94108  
Tel: 415 496 6723  
Fax: 650 636 9251

*Attorneys for Debtors  
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO  
EXTENSION OF DEADLINE TO  
ASSUME OR REJECT CERTAIN  
NONRESIDENTIAL REAL  
PROPERTY LEASES PURSUANT  
TO 11 U.S.C. § 365(d)(4)**



PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property listed in **Exhibit A**, hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

**RECITALS**

A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessors consent to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

1                   2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within  
2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and  
3 including the Extended Deadline.

4                   3. No further consent of Lessor shall be required for the sole purpose of  
5 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to  
6 the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy  
7 Code, including beyond the Extended Deadline.

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9 pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to  
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11 rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any  
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13 are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under  
14 the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject,  
15 and/or seek any other related relief with respect to any contract or lease; or (f) an alteration,  
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20 relief granted pursuant to and in accordance with this Stipulation.

21                  7. The terms and conditions of this Stipulation shall be immediately effective  
22 and enforceable upon its entry.

23                  8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the  
24 provisions of this Stipulation.



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EXECUTION PAGE

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP  
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim  
Attorneys for Debtors  
and Debtors in Possession

Dated: JULY 1 /    / 2019

LESSOR

By: 

Capacity: Attorneys for Lessor / Lessor  
Authorized Officer of Lessor  
Signatory Name:

VINCENT COMPADRO

Signatory Address:

510 SOSCUL AVE, NAPA, CA 94559

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**EXHIBIT A**

Name of Lessor: C&S PROPERTIES

Property Address: 525 Silverado Trail  
Napa, CA 94559